

# Privileged and Confidential

20 July 2011

Joe Trippi & Associates 606A N. Talbot St, Suite 303 St Michaels, MD 21663

RE: US Media Relations, Stakeholder Engagement, Reputation Management and Public Affairs for the Government of Bahrain

Per our recent conversations, Sanitas International is honored to support Joe Trippi & Associates on behalf of The Information Affairs Authority of the Kingdom of Bahrain. Sanitas International will provide senior strategic counsel and strategy development in the areas of strategic communications, reputation management and public affairs for the Kingdom of Bahrain and their leadership. Our team will immediately focus efforts to protect the Kingdom and their leadership from the constantly evolving media landscape and 3<sup>rd</sup> party attacks. Part of this effort will be to assist the overall team in a robust US-based communications program in the previous ways we have discussed and to look at other areas of opportunity.

For your convenience we have provided a signed contract, attached at the end of this document. Sanitas International will immediately begin work with the return of a signed contract and receipt of the initial retainer payment.

Sanitas International is looking forward to a long and productive relationship with The Information Affairs Authority of the Kingdom of Bahrain and we look forward to working with both you and your team around the globe.

Please feel free to contact me anytime with any questions or to discuss next steps.

Sincerely,

Christopher Harvin

Partner, Sanitas International

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## **Standard Contract**

Joe Trippi & Associates (Trippi) has agreed to retain Sanitas International, LLC (Sanitas). Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Provide strategic counsel, media relations and reputation management support to

  The Information Affairs Authority of the Kingdom of Bahrain and the Kingdom's leadership to promote their interests to U.S. and in international media outlets.
- (2) Develop and execute a strategic outreach and stakeholder engagement plan for the **The Information Affairs Authority of the Kingdom of Bahrain** to highlight the Kingdom's accomplishments, commitment to the United States, and to improve its reputation among key target audiences.

Fees: This engagement between Sanitas and Trippi will begin with an initial retainer fee of \$15,000 (Fifteen Thousand) USD monthly to cover senior level advisory, media relations and outreach services detailed in our prior discussions. This contract will be on a monthly process and only terminated by 15 (fifteen) day written notice and payment of all outstanding fees and expenses. Payment of monthly fees will be processed within 10 days of Trippi receiving payment from the end client.

### Costs will be billed separately and are described below:

- General Expenses: We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- Compliance Fees: In the process of providing services it is understood Sanitas may be required to make
  various foreign agent or lobbyist disclosures filings, as appropriate and required by law. Sanitas will
  prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure
  will be billed at cost.
- Travel and Meals: Travel and meals expenses will be billed at cost
- Significant Outside Vendors: Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS, etc.), media list servers, video recording and production, photography and printing, web optimization and blogging, large copying or significant postage, etc. are charged at cost plus the industry standard markup (17.65%) to cover management and administration. Should any of these expenses be required, we will consult with you first for approval.

Scope of Services: You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.

Confidentiality: We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

Contracting: You agree not to hire any Sanitas employees or their agents independently for the period of this agreement and 2 (two) years after its completion.

Indemnification: Since we will be acting at your direction, you agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel,

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slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.

Complete Agreement: This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of Sanitas.

Jurisdiction and Governing Law: Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in the State of Virginia. Each party agrees that the State of Virginia is the proper forum for the commencement of any legal action by any party to the Agreement.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter. Payments may be sent by wire transfer as noted below:

#### Please Wire Funds to:

Bank: PNC

Bank Address: 1413 P Street, Washington D.C., 20005

Beneficiary: Sanitas International

Account #
Routing #:
Swift Code:

Clients, if needed, can be provided an invoice, with payment due immediately. In addition, we will provide the client with a bi-weekly report of the firm's activities on your behalf.

Sanitas is looking forward to a long and productive relationship with you, The Kingdom of Bahrain and we are eager to start working on your behalf.

Very truly yours,

### On behalf of the Sanitas Team

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature:

Date: 20 July 2011

Christopher Harvin
Partner, Sanitas International

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Signature:

Date: 20 July 2011

Joe Trippi

President, Joe Trippi and Associates